

JPA-79-19

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SURPRISE

MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into pursuant to A.R.S. 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the TOWN OF SURPRISE a municipal corporation, hereinafter called "TOWN."

WHEREAS, the Director, Arizona Department of Transportation is empowered by A.R.S. 28-108 to enter into this Agreement, and has duly authorized the Assistant Director, Highways Division, to execute the same, said authorization being attached hereto and incorporated herein as Exhibit A;

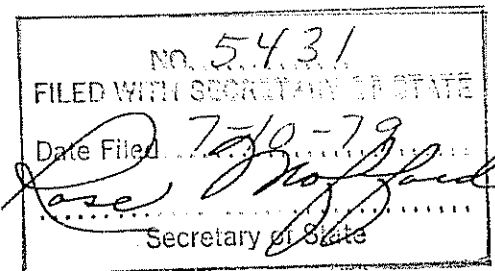
WHEREAS, the TOWN, acting by and through its duly elected governing body, has, pursuant to A.R.S. 9-672, by that certain resolution attached hereto and incorporated herein as Exhibit B, resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN;

WHEREAS, it is to the mutual benefit of the STATE and the TOWN to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain State highway routes which are encompassed within the TOWN'S system of streets and which form necessary and convenient links in the State Highway System, which streets and highways are more particularly set forth and delineated upon the map attached hereto and incorporated herein as Exhibit C.

NOW, THEREFORE, the parties hereto mutually agree to the following:

1. Except as otherwise expressly provided in this Agreement, the STATE shall be responsible for the following maintenance and construction of betterments on those highways and streets delineated on Exhibit C.

- a. Betterment or reconstruction of roadway, curbs, medians and channelization;
- b. Bridges and drainage; and
- c. Guardrails and fences; and



- d. Transportation permits, such as overweight, overwidths and overheight as prescribed by law; and
- e. Permits for highway right-of-way encroachments and use; and
- f. Resurfacing, resealing, construction and replacement of roadways; and
- g. Routine maintenance (including sweeping and cleaning) of roadway and curbs; and
- h. Furnish and maintain all traffic control signs (except street name and parking signs), and lane, crosswalk and initial parking striping. Electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement.

2. Except as otherwise expressly provided in this Agreement, the TOWN shall have responsibility for and provide:

- a. Routine maintenance (including sweeping, cleaning and minor repairs) of roadway surfaces, sidewalks, curbs, medians and catch basins; and
- b. Maintenance of median landscaping (including water); provided that landscape maintenance covered by separate agreement will be by that agreement; and
- c. Street lighting and street lighting maintenance. Street or boulevard lighting may be installed only after approval of Permit Form 22-5101. Street lighting will be installed consistent with good engineering practice so as not to interfere with or obstruct any signal or other traffic device. Maintenance consists of all repairs and replacement of equipment and includes energy charges; and
- d. Removal of sand, rock and other debris caused by slides or other unusual causes; and
- e. Parking striping (after initial installation); and
- f. Street name and parking signs.

3. Upon the annexation of any area by the TOWN which is traversed by any STATE highway, that length of such highway which is within the annexation boundaries shall become subject to the terms of this Agreement, and the TOWN shall furnish the STATE a revised map indicating the portion or portions of STATE's highway affected, which map shall be incorporated herein as an amendment to this Agreement.

4. Those certain regulations captioned "Authorized Position of Advertising Signs Along State Highway Right-of-Way" attached hereto and incorporated herein as Exhibit "D" shall be adhered to by the TOWN except, however, that the TOWN may enforce more restrictive regulations if authorized by law.

5. The TOWN shall, by appropriate policies of insurance or through self-insurance programs, provide full liability and property damage coverage on all employees engaged in performing those duties herein agreed to be performed by the TOWN. Any such coverage shall include misfeasance, nonfeasance and malfeasance. The TOWN will maintain the insurance for the period of this Agreement.

6. The TOWN shall set aside sufficient funds to cover cost of fulfilling its responsibilities set forth in this agreement.

7. As required by A.R.S. 28-641, the TOWN shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways during all maintenance operations conducted by the TOWN on State Highway right-of-way.

8. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

9. That this Agreement shall supersede all previous street maintenance agreements, except those agreements for traffic control devices, safety illumination and roadside development.

10. That all work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the STATE.

11. That this Agreement shall be filed with the Secretary of the State and shall become effective on the date of such filing.

12. Attached hereto are resolutions of the Department of Transportation (Exhibit A) and the Town of SURPRISE (Exhibit B) authorizing both entities to enter into this Agreement; and a written determination by the Town Attorney of SURPRISE (Exhibit E) that this agreement is in proper form and within the powers and authority granted to the TOWN OF SURPRISE under the laws of this State.

13. All parties are hereby put on notice that this contract (Agreement) is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement that day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

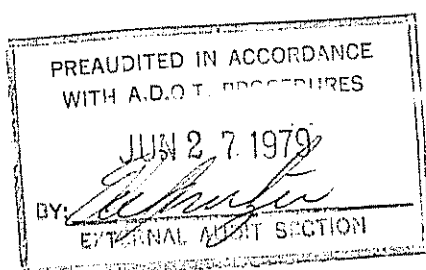
By: *J. M. Merz*
Title: Chief Deputy State Engineer

TOWN OF SURPRISE

By: X *George R. Garcia*
Title: MAYOR


ATTEST:

Louisa Rutledge



RESOLUTION

Be it resolved on this date, June 28, 1979, I, WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the TOWN OF SURPRISE, acting by and through its TOWN COUNCIL, enter into the Intergovernmental Agency agreement for the purpose of entering in a maintenance agreement for certain highways which traverse the TOWN OF SURPRISE, and request the TOWN to perform certain work and supply necessary materials required to maintain the specified highways in the manner specified in the attached agreement, and I hereby authorize the Assistant Director, Highways Division to execute said Agreement.


WILLIAM A. ORDWAY, Director
Department of Transportation

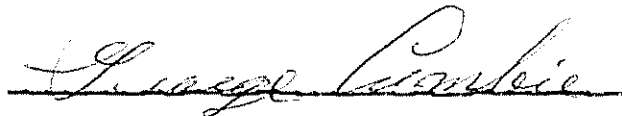
RESOLUTION NO. 79-1

A RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF SURPRISE , MARICOPA
COUNTY, ARIZONA, AUTHORIZING EXECUTION
OF CERTAIN AGREEMENTS WITH THE ARIZONA
DEPARTMENT OF TRANSPORTATION.

BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF SURPRISE , MARICOPA
COUNTY, ARIZONA, AS FOLLOWS:

That the Town Manager of the Town of SURPRISE is hereby authorized and directed on behalf of the Town of SURPRISE to execute a certain intergovernmental agreement between the State of Arizona and the Town of SURPRISE relating to Highway Maintenance, a true and correct copy of which agreement is marked Exhibit "B", attached hereto and made a part hereof by reference.

APPROVED:

A handwritten signature in cursive script, appearing to read "George Corbice", written over a horizontal line.

ATTEST:

A handwritten signature in cursive script, appearing to read "Louisa Luthrill", written over a horizontal line.



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 79-433 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of June, 1979.

ROBERT K. CORBIN
Attorney General


ALBERT MORGAN
Assistant Attorney General

EXHIBIT "B"

STATE OF ARIZONA)
 : SS
County of Maricopa)

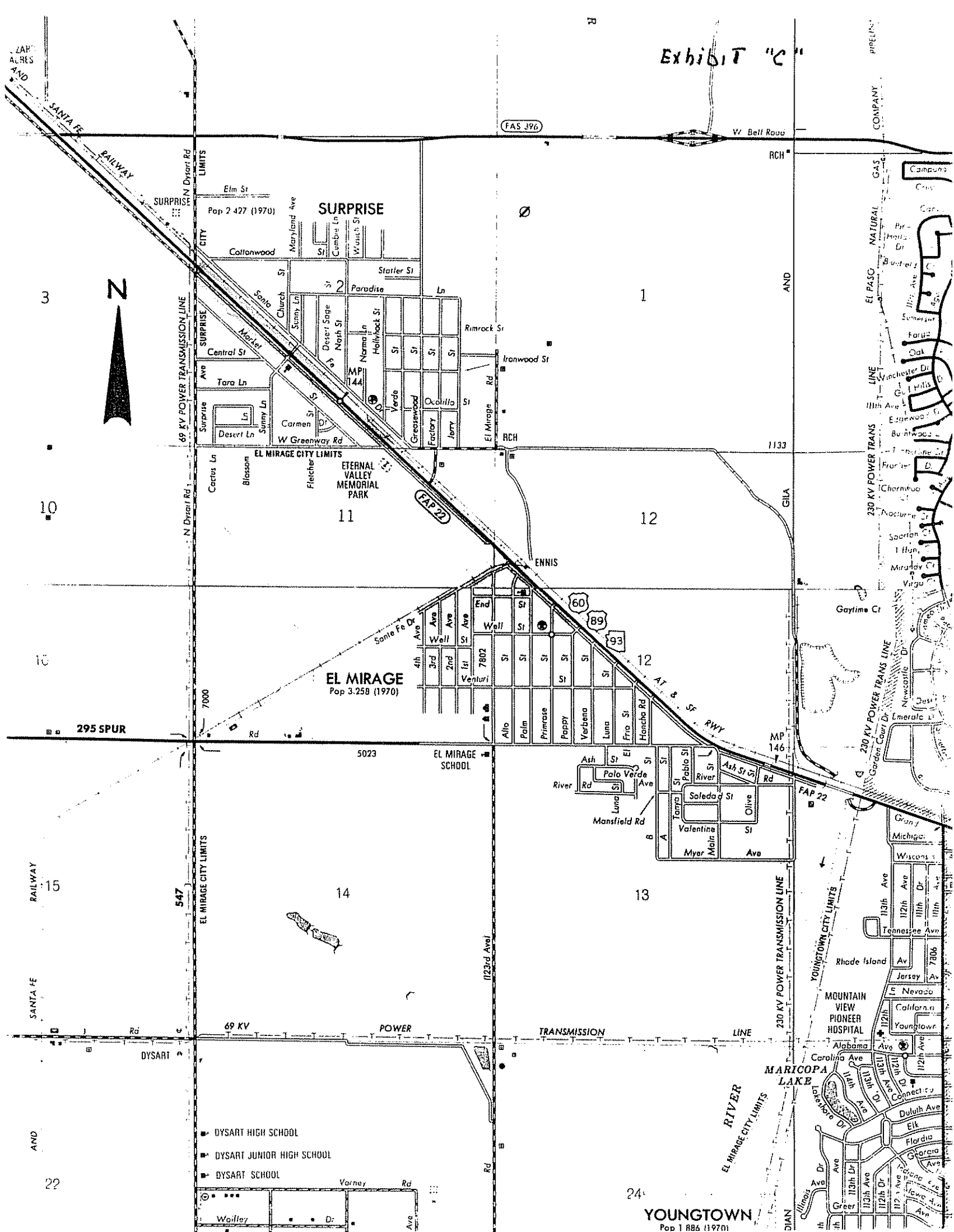
I, Lovena Luttrell, Town Clerk,
of the TOWN OF SURPRISE, ARIZONA, do hereby certify that
the following is a true and correct extract of the minutes
of the Town Council meeting held February 8, 1979.

The Town Manager presented for renewal the contract between the Arizona Department of Transportation and the Town of Surprise for highway maintenance. Resolution #79-1, a resolution of the Town of Surprise, Maricopa County, Arizona, authorizing execution of certain agreements with the Arizona Department of Transportation, was read by the Town Attorney. Councilman Gaines made a motion that Resolution #79-1 be adopted as read. Councilman Wilcox seconded. Motion carried. Councilman Gaines made a motion that the contract between the Arizona Department of Transportation and the Town of Surprise be renewed. Councilman Wilcox seconded. Motion carried.

In Witness Whereof, I have hereunto set my hand and
affixed the Official Seal of the TOWN OF SURPRISE, ARIZONA.
Done in Surprise, Arizona this 2nd day of March, 1979.

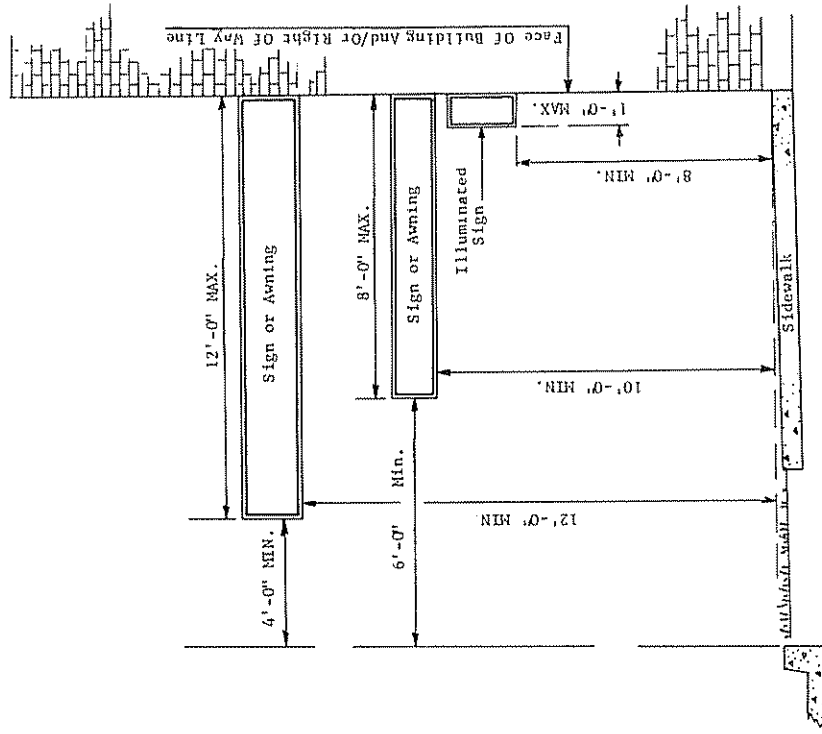
Lovena Luttrell

Exhibit "C"



GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc., or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



PERMIT NEEDED

DESIGN APPROVED	ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION STANDARD PLANS	REV DATE
APPROVED FOR DISTRIBUTION	PERMIT REGULATIONS FOR SIGNS AND AWINGS	PLAN NO. 77-505 7/77 FOR OFFICIAL USE ONLY

ALLAN K. PERRY (1898-1976)
ALLAN R. PERRY
DALE A. HEAD
ROBERT D. MCCOY
RICHARD B. HOOD

PERRY & HEAD
LAWYERS
212 OSBORN PLAZA BUILDING
222 WEST OSBORN ROAD
PHOENIX, ARIZONA 85013

RECEIVED
FEB 26 1979
DISTRICT ONE OFFICE
MAILING ADDRESS
POST OFFICE BOX 33397
TELEPHONE 264-5866
AREA CODE 602

February 6, 1979

EXHIBIT "E"

Mr. Harold Yingling
Surprise Town Manager
P.O. Box 1307
Surprise, Arizona 85345

Re: Highway Maintenance Agreement

Dear Harold:

Pursuant to your request, and to A.R.S. §11-952(D), I have reviewed the proposed Intergovernmental Agreement between the State of Arizona and the Town of Surprise respecting maintenance of State highways passing through the Town of Surprise, and have determined that the Agreement corresponds to legal dictates in both form and content. Each of the obligations imposed on the Town of Surprise by said Agreement is either expressly or impliedly authorized by A.R.S. §9-672, and the final form of the Agreement complies with the requirements for such Agreements as set out in A.R.S. §11-952(B).

Very truly yours,



ROBERT D. MCCOY

RDM/lal

Enclosure